

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

IN RE:	)	
	)	
JOSEPH ANTHONY NICOTERA	)	Case No. 20-31700-KLP
CAROLYN MARIE NICOTERA	)	Chapter 13
	)	
Debtors	)	

**MOTION TO SELL REAL ESTATE**

COME NOW, the Debtors, by counsel, and as and for Debtors' Motion to Sell Real Estate, states as follows:

1. The Debtors filed this case under Chapter 13 of the U.S. Bankruptcy Code on March 27, 2020.

2. Community Loan Servicing, LLC is a secured creditor which holds a first mortgage on the property known as 7671 Otterspool St., Kissimmee, FL 34747, more particularly known as

Unit 6, Building 7 of Windsor Hills, Phase Two, according to the official plat thereof as recorded in Plat Book 16, Pages 86-89 of the Public Records of Osceola County, Florida

(the "Property").

3. The approximate payoff balance on the note secured by said mortgage is \$211,350.81. In addition to the mortgage, the Internal Revenue Service has a federal tax lien with an approximate balance of \$27,250.00. Windsor Hills Master Community Association

James E. Kane (VSB #30081)  
KANE & PAPA, P.C.  
1313 East Cary Street  
Richmond, VA 23219  
(804) 225-9500 (phone)  
(804) 225-9598 (fax)  
*Counsel for Debtor*

HOA has a lien and current amounts owed of approximately \$12,000.00. The Vistas at Windsor Hills Townhome HOA has a lien and current amounts owed of approximately \$6,000.00. The tax assessed value of the Property is \$190,410.00.

4. Debtors have entered into a contract (“Contract”) for the sale of the Property for \$300,000.00 to Sabina Chawla and Satpreet Singh, which, upon closing of the same, will result in Community Loan Servicing, LLC releasing its deed of trust against the Property. A copy of said contract is attached hereto as Exhibit “A” and incorporated herein by this reference.

5. After all fees and closing costs, the amount of the sale or loan proceeds to be applied to the Debtors’ obligations under the confirmed plan is \$17,400.00, which will not result in full payment of all allowed claims.

6. The approximate amount of sales proceeds to be paid to the Debtors is \$6,500.00 to reimburse Debtors for their rehabilitation of the Property.

7. On June 16, 2021, or as soon thereafter as may be practicable, Debtors intend to sell their interest in the Property in accordance with the terms of the contract.

WHEREFORE, the Debtors request that the Court enter an Order authorizing the sale of the Property in accordance with the terms of the Contract and for such other relief as the Court may deem appropriate

Dated: May 26, 2021

JOSEPH ANTHONY NICOTERA  
CAROLYN MARIE NICOTERA

By: /s/ James E. Kane  
Counsel

James E. Kane (VSB #30081)  
KANE & PAPA, P.C.  
1313 East Cary Street  
Richmond, VA 23219  
(804) 225-9500 (phone)  
(804) 225-9598 (fax)  
*Counsel for Debtors*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 26, 2021, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to all parties registered to receive notice thereof, and I mailed a true and exact copy to the parties on the list attached hereto.

/s/ James E. Kane  
Counsel for Debtors

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
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IN RE:	)	
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JOSEPH ANTHONY NICOTERA	)	Case No. 20-31700-KLP
CAROLYN MARIE NICOTERA	)	Chapter 13
	)	
Debtors	)	

**NOTICE OF MOTION AND HEARING**

The above Debtors have filed a Motion to Sell Real Estate with the Court.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one).

Debtors are requesting to sell Debtors real estate known as 7671 Otterspool St, Kissimmee, FL 34747 to Sabina Chawla and Satpreet Singh. The Debtors are seeking approval to sell 7671 Otterspool St, Kissimmee, FL 34747 for \$300,000.00. The property is currently secured by a first deed of trust with an approximate balance of \$211,350.81 which balance is to be paid in full with the proceeds from the sale of the property. The property is also encumbered by a federal tax lien in the approximate amount of \$27,250.00 and HOA liens and balances in the approximate amounts of \$12,000.00 and \$6,000.00. The amount of the proceeds to be applied to the Debtors' obligations under the confirmed plan in this case is \$17,400.00, which will not result in full payment of all allowed claims in this case. The amount of the proceeds from the sale to be paid to the Debtors is approximately \$6,500.00 to be used for Debtors' reimbursement of rehabilitating the property prior to the sale.

If you do not want the court to grant the relief sought in the motion, or if you want the court to consider your views on the motion, then within twenty-one (21) days from the date of this Notice, you or your attorney must:

- File with the court, at the address shown below, a written request for a hearing [or written response pursuant to Local Bankruptcy Rule 9013-1(H)]. If you mail your request for a hearing (or response) to the court for filing, you must mail it early enough so the court will receive it on or before the date stated above, to:

Clerk of Court  
United States Bankruptcy Court  
701 East Broad Street  
Richmond, VA 23219

You must also mail a copy to:

James E. Kane, Esquire  
KANE & PAPA, P.C.  
1313 East Cary Street  
Richmond, Virginia 23219

- Attend a hearing scheduled for **June 2, 2021 at 10:00 a.m. at U.S. Bankruptcy Court, 701 East Broad Street, Room 5100, Richmond, VA 23219. If no timely response has been filed opposing the relief requested, the court may grant the relief without holding a hearing.**

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated: May 26, 2021

JOSEPH ANTHONY NICOTERA  
CAROLYN MARIE NICOTERA

By: /s/ James E. Kane  
Counsel

James E. Kane (VSB #30081)  
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/s/ James E. Kane  
Counsel for Debtors

## “AS IS” Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1\* **PARTIES:** JOSEPH A NICOTERA Caroline M Nicotera ("Seller"),  
2\* and Sabina Chawla Satpreet Singh ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property  
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase  
5 and any riders and addenda ("Contract"):

### 1. PROPERTY DESCRIPTION:

7\* (a) Street address, city, zip: 7671 OTTERSPOOL ST KISSIMMEE 34747  
8\* (b) Located in: Osceola County, Florida. Property Tax ID #: 10-25-27-5482-0007-0060  
9\* (c) Real Property: The legal description is  
10 WINDSOR HILLS PHASE TWO PB 16 PGS 86-89 BLDG 7 LOT 6

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and  
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or  
13 by other terms of this Contract.

14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items  
15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the  
16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),  
17 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate  
18 and other access devices, and storm shutters/panels ("Personal Property").

19 Other Personal Property items included in this purchase are: \_\_\_\_\_

20\* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

21 (e) The following items are excluded from the purchase: \_\_\_\_\_

### PURCHASE PRICE AND CLOSING

26\* **2. PURCHASE PRICE (U.S. currency):** .....\$ 300,000.00

27\* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** .....\$ 5,000.00  
28 The initial deposit made payable and delivered to "Escrow Agent" named below  
29\* **(CHECK ONE):** (i)  accompanies offer or (ii)  is to be made within \_\_\_\_\_ (if left  
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN  
31 OPTION (ii) SHALL BE DEEMED SELECTED.

32\* Escrow Agent Information: Name: Yaritza Logrono Equitable Title

33\* Address: 610 Sycamore St. Suite 190 Kissimmee, Florida 34747

34\* Phone: 407-566-0776 E-mail: ylogrono@equitabletitle.com Fax: \_\_\_\_\_

35\* (b) Additional deposit to be delivered to Escrow Agent within \_\_\_\_\_ (if left blank, then 10)  
36\* days after Effective Date .....\$ \_\_\_\_\_  
37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")  
38\* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... 80%

39\* (d) Other: \_\_\_\_\_ \$ \_\_\_\_\_  
40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire  
41\* transfer or other **COLLECTED** funds .....\$ 55,000.00

42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

### 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before  
45\* 5/24/2021, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to  
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day  
47 the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or  
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur  
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered  
52\* ("Closing") on 6/16/2021 ("Closing Date"), at the time established by the Closing Agent.

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Buyer's Initials

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Seller's Initials \_\_\_\_\_

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53 5. EXTENSION OF CLOSING DATE:

54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due  
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),  
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such  
57 period shall not exceed 10 days.  
58 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the  
59 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be  
60 extended as provided in STANDARD G.

61 6. OCCUPANCY AND POSSESSION:

62 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the  
63 Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed  
64 all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices  
65 and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of  
66 loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date,  
67 and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.  
68\* (b)  **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is  
69 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the  
70 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall  
71 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that  
72 the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery  
73 of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer  
74 shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.  
75 Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to  
76 be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

77\* 7. ASSIGNABILITY: (CHECK ONE): Buyer  may assign and thereby be released from any further liability under  
78\* this Contract;  may assign but not be released from liability under this Contract; or  may not assign this  
79 Contract.

80 **FINANCING**

81 8. FINANCING:

82\* (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's  
83 obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges  
84 that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend  
85 the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

86\* (b) This Contract is contingent upon Buyer obtaining approval of a  conventional  FHA  VA or  other  
87\* (describe) loan within \_\_\_\_\_ (if left blank, then 30) days after Effective Date ("Loan Approval  
88\* Period") for (CHECK ONE):  fixed,  adjustable,  fixed or adjustable rate in the Loan Amount (See Paragraph  
89\* 2(c)), at an initial interest rate not to exceed \_\_\_\_\_ % (if left blank, then prevailing rate based upon Buyer's  
90\* creditworthiness), and for a term of \_\_\_\_\_ (if left blank, then 30) years ("Financing").

91\* (i) Buyer shall make mortgage loan application for the Financing within \_\_\_\_\_ (if left blank, then 5) days  
92 after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms  
93 ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale  
94 by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

95 Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a  
96 default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited  
97 to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's  
98 mortgage broker and lender in connection with Buyer's mortgage loan application.

99 (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application,  
100 Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose  
101 such status and progress, and release preliminary and finally executed closing disclosures and settlement  
102 statements, to Seller and Broker.

103 (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

104 (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to  
105 expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been  
106 unable to obtain Loan Approval and has elected to either:

107 (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or  
108 (2) terminate this Contract.

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109  
110 (v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to  
111 expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract  
112 will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract  
by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

113 (vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in  
114 default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller  
115 from all further obligations under this Contract.

116 (vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer  
117 fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's  
118 default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval  
119 have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal  
120 of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the  
121 Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this  
122 Contract.

123\*  (c) Assumption of existing mortgage (see rider for terms).  
124\*  (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

## 125 CLOSING COSTS, FEES AND CHARGES

### 126 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

#### 127 (a) COSTS TO BE PAID BY SELLER:

- 128 Documentary stamp taxes and surtax on deed, if any
- 129 Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- 130 Title search charges (if Paragraph 9(c)(iii) is checked)
- 131 Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)

132 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11  
133 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at  
134 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay  
135 such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: \_\_\_\_\_

#### 136 (b) COSTS TO BE PAID BY BUYER:

- 137 Taxes and recording fees on notes and mortgages
- 138 Recording fees for deed and financing statements
- 139 Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 140 Survey (and elevation certification, if required)
- 141 Lender's title policy and endorsements
- 142 HOA/Condominium Association application/transfer fees
- 143 Municipal lien search (if Paragraph 9(c)(ii) is checked)
- 144\* Other: \_\_\_\_\_

- 145\* Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

145\* (c) TITLE EVIDENCE AND INSURANCE: At least \_\_\_\_\_ (if left blank, then 15, or if Paragraph 8(a) is checked,  
146 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida  
147 licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title  
148 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be  
149 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a  
150 copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy  
151 premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set  
152 forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated  
153 and allocated in accordance with Florida law, but may be reported differently on certain federally mandated  
154 closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a  
155 search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded  
156 liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

#### 157 (CHECK ONE):

158\*  (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the  
159 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,  
160 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other  
161 provider(s) as Buyer may select; or  
162\*  (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing  
163 services related to Buyer's lender's policy, endorsements and loan closing; or

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164 \*  (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]**: Seller shall furnish a copy of a prior owner's policy  
165 of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence,  
166 which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C)  
167 municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's  
168 \* policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$ \_\_\_\_\_  
169 (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

170 (d) **SURVEY**: On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property  
171 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real  
172 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

173 \* (e) **HOME WARRANTY**: At Closing,  Buyer  Seller  N/A shall pay for a home warranty plan issued by  
174 \* at a cost not to exceed \$ \_\_\_\_\_. A home

175 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in  
176 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

177 (f) **SPECIAL ASSESSMENTS**: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body  
178 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and  
179 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an  
180 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being  
181 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may  
182 be paid in installments (**CHECK ONE**):

183 \*  (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.  
184 Installments prepaid or due for the year of Closing shall be prorated.

185 \*  (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.

186 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

187 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district  
188 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

## DISCLOSURES

### 10. DISCLOSURES:

190 (a) **RADON GAS**: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in  
191 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
192 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding  
193 radon and radon testing may be obtained from your county health department.

194 (b) **PERMITS DISCLOSURE**: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller  
195 does not know of any improvements made to the Property which were made without required permits or made  
196 pursuant to permits which have not been properly closed. If Seller identifies permits which have not been  
197 properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans,  
198 written documentation or other information in Seller's possession, knowledge, or control relating to  
199 improvements to the Property which are the subject of such open permits or unpermitted improvements.

200 (c) **MOLD**: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or  
201 desires additional information regarding mold, Buyer should contact an appropriate professional.

202 (d) **FLOOD ZONE; ELEVATION CERTIFICATION**: Buyer is advised to verify by elevation certificate which flood  
203 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to  
204 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"  
205 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and  
206 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or  
207 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage  
208 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer  
209 may terminate this Contract by delivering written notice to Seller within \_\_\_\_\_ (if left blank, then 20) days after  
210 \* Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further  
211 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone  
212 designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums  
213 for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured  
214 or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial  
215 rating.

216 (e) **ENERGY BROCHURE**: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure  
217 required by Section 553.996, F.S.

**[Sc]**

**[SS]**

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219 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is  
220 mandatory.  
221 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**  
222 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**  
223 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**  
224 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT  
225 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO  
226 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY  
227 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER  
228 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE  
229 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.  
230 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if  
231 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer  
232 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller  
233 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,  
234 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD  
235 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax  
236 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to  
237 FIRPTA.  
238 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are  
239 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding  
240 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or  
241 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller  
242 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected  
243 building, environmental or safety code violation.

#### PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

244 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the  
245 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS  
246 IS Maintenance Requirement").

247 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

248 \* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have 5 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.*

249 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

250 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection  
251 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,  
252 written documentation or other information in Seller's possession, knowledge, or control relating to  
253 improvements to the Property which are the subject of such open or needed Permits, and shall promptly  
254 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve  
255 such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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274 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs  
275 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to  
276 expend, any money.

277 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and  
278 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties  
279 to Buyer.

## 280 ESCROW AGENT AND BROKER

281 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds  
282 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow  
283 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions  
284 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting  
285 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may  
286 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or  
287 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until  
288 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine  
289 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the  
290 dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon  
291 notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the  
292 extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will  
293 comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through  
294 mediation, arbitration, interpleader or an escrow disbursement order.

295 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,  
296 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable  
297 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent  
298 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to  
299 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or  
300 termination of this Contract.

301 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,  
302 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate  
303 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property  
304 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the  
305 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or  
306 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
307 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**  
308 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**  
309 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each  
310 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and  
311 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at  
312 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with  
313 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of  
314 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or  
315 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task  
316 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,  
317 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services  
318 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.  
319 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and  
320 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve  
321 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker  
322 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

## 323 DEFAULT AND DISPUTE RESOLUTION

### 324 **15. DEFAULT:**

325 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,  
326 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit  
327 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and  
328 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

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330 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's  
331 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall  
332 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share  
333 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

334 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after  
335 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,  
336 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting  
337 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific  
338 performance.

339 This Paragraph 15 shall survive Closing or termination of this Contract.

340 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and  
341 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled  
342 as follows:

343 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to  
344 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph  
345 16(b).  
346 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida  
347 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").  
348 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be  
349 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16  
350 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph  
351 16 shall survive Closing or termination of this Contract.

352 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted  
353 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in  
354 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover  
355 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the  
356 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

#### 356 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

357 **18. STANDARDS:**

358 **A. TITLE:**

359 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in  
360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall  
361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at  
362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance  
363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,  
364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,  
365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the  
366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of  
367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than  
368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and  
369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach  
370 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing  
371 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall  
372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance  
373 with law.

374 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller  
375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is  
376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of  
377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after  
378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer  
379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver  
380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this  
381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If  
382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

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**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which  
 384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or  
 385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has  
 386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)  
 387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all  
 388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and  
 389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,  
 390 thereby releasing Buyer and Seller from all further obligations under this Contract.

391 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon  
 392 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable  
 393 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of  
 394 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later  
 395 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and  
 396 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a  
 397 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the  
 398 preparation of such prior survey, to the extent the affirmations therein are true and correct.

399 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to  
 400 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

401 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from  
 402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security  
 403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)  
 404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit  
 405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or  
 406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph  
 407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller  
 408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this  
 409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under  
 410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations  
 411 thereunder.

412 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing  
 413 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or  
 414 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been  
 415 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all  
 416 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth  
 417 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges  
 418 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been  
 419 paid or will be paid at Closing.

420 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other  
 421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates  
 422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur  
 423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property  
 424 is located) of the next business day.

425 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be  
 426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of  
 427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force  
 428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,  
 429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent  
 430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including  
 431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents  
 432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under  
 433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering  
 434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all  
 435 further obligations under this Contract.

436 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,  
 437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters  
 438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

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## STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this  
 440 Contract.

441 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

442 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by  
 443 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property  
 444 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title  
 445 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic  
 446 means.

447 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of  
 448 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),  
 449 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid  
 450 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,  
 451 the survey, flood elevation certification, and documents required by Buyer's lender.

452 (iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's  
 453 Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer  
 454 shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this  
 455 Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and  
 456 report of said information to IRS.

457 (iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment  
 458 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing  
 459 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all**  
 460 **closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

461 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide  
 462 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following  
 463 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent  
 464 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of  
 465 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from  
 466 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all  
 467 Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,  
 468 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-  
 469 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand  
 470 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect  
 471 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

472 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of  
 473 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes  
 474 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents  
 475 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,  
 476 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required  
 477 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited  
 478 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on  
 479 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment  
 480 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's  
 481 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements  
 482 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1<sup>st</sup>  
 483 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be  
 484 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an  
 485 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the  
 486 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an  
 487 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K  
 488 shall survive Closing.

489 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller  
 490 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,  
 491 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

492 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty  
 493 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not  
 494 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed  
 495 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

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**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

496 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of  
 497 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase  
 498 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of  
 499 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the  
 500 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation  
 501 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

502 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with  
 503 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate  
 504 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,  
 505 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent  
 506 upon, nor extended or delayed by, such Exchange.

507 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**  
 508 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall  
 509 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever  
 510 the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to  
 511 the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as  
 512 if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic  
 513 (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon  
 514 shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures,  
 515 as determined by Florida's Electronic Signature Act and other applicable laws.

516 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement  
 517 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or  
 518 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change  
 519 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended  
 520 to be bound by it.

521 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this  
 522 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or  
 523 rights.

524 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten  
 525 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

526 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or  
 527 received, including Deposits, have become actually and finally collected and deposited in the account of  
 528 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents  
 529 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

530 **T. RESERVED.**

531 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State  
 532 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the  
 533 county where the Real Property is located.

534 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,  
 535 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%  
 536 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service  
 537 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate  
 538 from the IRS authorizing a reduced amount of withholding.

539 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can  
 540 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,  
 541 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and  
 542 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer  
 543 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds  
 544 to the IRS.

545 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced  
 546 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the  
 547 reduced sum required, if any, and timely remit said funds to the IRS.

548 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has  
 549 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been  
 550 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller  
 551 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in  
 552 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

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Buyer's Initials

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**STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED**

553 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted  
 554 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

555 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this  
 556 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the  
 557 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for  
 558 disbursement in accordance with the final determination of the IRS, as applicable.

559 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms  
 560 8288 and 8288-A, as filed.

**561 W. RESERVED**

562 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller  
 563 and against any real estate licensee involved in the negotiation of this Contract for any damage or defects  
 564 pertaining to the physical condition of the Property that may exist at Closing of this Contract and be  
 565 subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This  
 566 provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive  
 567 Closing.*

**568 ADDENDA AND ADDITIONAL TERMS**

569 \* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this  
 570 Contract (Check if applicable):

<input type="checkbox"/> A. Condominium Rider	<input type="checkbox"/> K. RESERVED	<input type="checkbox"/> T. Pre-Closing Occupancy
<input checked="" type="checkbox"/> B. Homeowners' Assn.	<input type="checkbox"/> L. RESERVED	<input type="checkbox"/> U. Post-Closing Occupancy
<input type="checkbox"/> C. Seller Financing	<input type="checkbox"/> M. Defective Drywall	<input type="checkbox"/> V. Sale of Buyer's Property
<input type="checkbox"/> D. Mortgage Assumption	<input type="checkbox"/> N. Coastal Construction Control	<input type="checkbox"/> W. Back-up Contract
<input type="checkbox"/> E. FHA/VA Financing	<input type="checkbox"/> Line	<input type="checkbox"/> X. Kick-out Clause
<input checked="" type="checkbox"/> F. Appraisal Contingency	<input type="checkbox"/> O. Insulation Disclosure	<input type="checkbox"/> Y. Seller's Attorney Approval
<input type="checkbox"/> G. Short Sale	<input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978)	<input type="checkbox"/> Z. Buyer's Attorney Approval
<input type="checkbox"/> H. Homeowners/Flood Ins.	<input type="checkbox"/> Q. Housing for Older Persons	<input type="checkbox"/> AA. Licensee Property Interest
<input type="checkbox"/> I. RESERVED	<input type="checkbox"/> R. Rezoning	<input type="checkbox"/> BB. Binding Arbitration
<input type="checkbox"/> J. Interest-Bearing Acct.	<input type="checkbox"/> S. Lease Purchase/ Lease Option	<input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure
<input type="checkbox"/> Other:		

571 \* **20. ADDITIONAL TERMS:**

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**588 COUNTER-OFFER/REJECTION**

589 \*  Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and  
 590 deliver a copy of the acceptance to Seller).  
 591 \*  Seller rejects Buyer's offer.

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592 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
593 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

594 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

595 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*  
596 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*  
597 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*  
598 *interested persons.*

599 AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK  
600 TO BE COMPLETED.

601\* Buyer: *Sabina Chawla*

05/23/2021

5/23/2021 9:51:47 PM EDT

Sabina Chawla

602\* Buyer: *Satpreet Singh*

05/23/2021

5/23/2021 9:47:28 PM EDT

Satpreet Singh

603\* Seller: *Joseph Nicotera*

Date: 05/24/2021

JOSEPH A NICOTERA

604\* Seller: *Caroline Nicotera*

Date: 05/24/2021

Caroline M Nicotera

605 Buyer's address for purposes of notice

Seller's address for purposes of notice

606\* \_\_\_\_\_  
607\* \_\_\_\_\_  
608\* \_\_\_\_\_

\_\_\_\_\_

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers  
610 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct  
611 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage  
612 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has  
613 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation  
614 made by Seller or Listing Broker to Cooperating Brokers.

615\* Kimberley Beaudry  
616 Cooperating Sales Associate, if any

Jane LaFrance

Listing Sales Associate

617\* ORLANDO REGIONAL REALTY  
618 Cooperating Broker, if any

XCELLENCE REALTY INC

Listing Broker

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Buyer's Initials

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## Addendum to Contract



Addendum No. A to the Contract with the Effective Date of 5/24/2021 between

JOSEPH A NICOTERA

Caroline M Nicotera

(Seller)

and Sabina Chawla

Satpreet Singh

(Buyer)

concerning the property described as: 7671 OTTERSPOOL ST

KISSIMMEE

FL 34747

WINDSOR HILLS PHASE TWO PB 16 PGS 86-89 BLDG 7 LOT 6

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

All Furnishings and Household goods shown in MLS 05946135 (except as noted in Schedule A) are to be transferred for the convenience of the Buyer at Closing. No cash value is given to the items. All other terms and conditions shall remain the same.

Buyer: Sabina Chawla  
Authentisign 5/23/2021 9:56:04 AM EDT

Buyer: Satpreet Singh  
Authentisign 5/23/2021 9:48:01 PM EDT

Seller: Joseph Nicotera  
JOSEPH A NICOTERA

Seller: Caroline Nicotera  
Caroline M Nicotera

Date: 05/23/2021

Date: 05/23/2021

Date: 05/24/2021

Date: 05/24/2021

## Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between JOSEPH A NICOTERA Caroline M Nicotera (SELLER) and Sabina Chawla (BUYER) concerning the Property described as 7671 OTTERSPOOL ST KISSIMMEE FL 34747

Buyer's Initials

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Seller's Initials

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### F. APPRAISAL CONTINGENCY

This Contract is contingent upon Buyer obtaining, at Buyer's expense, a written appraisal from a licensed Florida appraiser, on or before \_\_\_\_\_ (if left blank, then at least ten (10) days prior to Closing), stating that the appraised value of the Property is at least \$ 275,000.00 (if left blank, the Purchase Price). If the appraisal states that the appraised value of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller within 3 days after the above date and deliver written notice to Seller, either: a) terminating this Contract in which event the Deposit paid shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property, except as provided in Paragraph 8(b) if it is checked.

If Buyer fails to timely obtain an appraisal, or having timely obtained such appraisal fails to timely deliver notice of Buyer's exercise of the right to terminate granted above, this contingency shall be waived and removed, and Buyer shall continue with this Contract, without waiving any of Buyer's rights in Paragraph 8(b) if it is checked.

U.S. Bank National Association

BWW Law Group, LLC

8100 Three Chopt Rd, Suite 240

Richmond, VA 23229-4833

UST smg Richmond

Office of the U. S. Trustee

701 East Broad St., Suite 4304

Richmond, VA 23219-1849

Virginia Partners Bank

PO Box 8029

Fredericksburg, VA 22404-8029

United States Bankruptcy Court

701 East Broad Street

Richmond, VA 23219-1888

AES/FED

PO Box 2461

Harrisburg, PA 17105-2461

Aura Zelada

1631 East Vine St. Ste. 300

Kissimmee, FL 34744-3710

Bank of America

Attn: Bankruptcy

P.O. 982284

El Paso, TX 79998-2284

C. Conrad c/o Jason Pelt

2052 Jefferson Davis Highway

Suite 201

Stafford, VA 22554-7286

Cavalry Portfolio Services

500 Summit Lake

Suite 400

Valhalla, NY 10595-2322

Cavalry SPV I, LLC

500 Summit Lake Drive, Ste 400

Valhalla, NY 10595-2321

Commonwealth of Virginia

Department of Taxation

PO Box 2156

Richmond, VA 23218-2156

Community Loan Servicing, LLC fka

Bayview Loan Servicing, LLC

4425 Ponce de Leon Blvd, 5th Floor

Coral Gables, FL 33146-1837

David Murphy

40 Carousel Dr.

Portland, CT 06480-1257

Don Southern

c/o Goodall, Pelt, Carper

1259 Courthouse Road

Stafford, VA 22554-7124

ECMC

PO BOX 16408

ST. PAUL, MN 55116-0408

ECMC Group

Attn: Bankruptcy

111 Washington Ave South, Ste 1400

Minneapolis, MN 55401-6800

EduCap Inc.

Attn: Bankruptcy

PO Box 82522

Lincoln, NE 68501-2522

EduCap, INC. - Loan to Learn

Firstmark Services

PO Box 82522

Lincoln, NE 68501-2522

Fredericksburg Emergency Med

1001 Sam Perry Blvd

Fredericksburg, VA 22401-4453

Internal Revenue Service

Centralized Insolvency Operati

P. O. Box 7346

Philadelphia, PA 19101-7346

John A. Nere, Jr., P.C.

806 Princess Anne St.

Fredericksburg, VA 22401-5820

Kevin Fitzsimmons

11 Wheelwright LN

Stafford, VA 22554-8833

Martin C. Conway

12934 Hardbor Dr. Ste. 107

Woodbridge, VA 22192-2930

Mary Washington Hospital

1001 Sam Perry Blvd

Fredericksburg, VA 22401-4453

OneMain Financial

Attn: Bankruptcy

Po Box 3251

Evansville, IN 47731-3251

Pentagon Federal Cr Un

2930 Eisenhower Ave

Alexandria, VA 22314-4557

Pentagon Federal Credit Union

4875 Preston Road

Frisco, TX 75034-8523

Rafael Rivera  
6114 Dory Landing Court  
Burke, VA 22015-2506

Shane A. Sims  
PO Box 7166  
Fredericksburg, VA 22404-7166

Quantum3 Group, LLC  
PO Box 788  
Kirkland, WA 98083-0788

Sharon Stuart, Esquire  
8002 Discovery Drive, Ste. 422  
Henrico, VA 23229-8601

Southwest Credit Systems  
4120 International Parkway  
Suite 1100  
Carrollton, TX 75007-1958

Spotsylvania County Treasurer  
9104 Courthouse Rd  
Spotsylvania, VA 22553-1902

Spotsylvania County Treasurer's Office  
P.O. Box 100  
Spotsylvania, VA 22553-0100

(p) US BANK  
PO BOX 5229  
CINCINNATI OH 45201-5229

US Attorneys Office  
Eastern District of Virginia  
919 E Main St., Ste. 1900  
Richmond, VA 23219-4625

US Bank Home Mortgage  
4801 Frederica St.  
Owensboro, KY 42301-7441

US Department of Education  
PO Box 105028  
National Payment Center  
Atlanta, GA 30348-5028

USAA Federal Savings Bank  
Attn: Bankruptcy  
10750 McDermott Freeway  
San Antonio, TX 78288-1600

USAA Federal Savings Bank  
Robertson, Anschutz, Schneid & Crane LLC  
10700 Abbotts Bridge Road, Suite 170  
Duluth, GA 30097-8461

Verizon  
by American InfoSource as agent  
4515 N Santa Fe Ave  
Oklahoma City, OK 73118-7901

Victor and Barbara Ellenfield  
1025 Potomac Drive  
Stafford, VA 22554-2103

Virginia Department of Taxatio  
PO Box 2369  
Richmond, VA 23218-2369

Virginia Partners Bank  
410 William Street  
Fredericksburg, VA 22401-5834

Virginia Partners Bank  
John A. Nere, Jr.  
806 Princess Anne Street  
Fredericksburg, VA 22401-5820

Virginia Partners Credit Union  
Po Box 8029  
Fredericksburg, VA 22404-8029

Vistas at Windsor Hills Townho  
1631 East Vine St. Ste. 300  
Kissimmee, FL 34744-3710

Windsor Hills Master Community  
1631 East Vine St., Ste. 300  
Kissimmee, FL 34744-3710

Carolyn Marie Nicotera  
1415 Heatherstone Drive  
Fredericksburg, VA 22407-4834

James E. Kane  
Kane & Papa, PC  
1313 East Cary Street  
P.O. Box 508  
Richmond, VA 23218-0508

John P. Fitzgerald, III  
Office of the US Trustee - Region 4 -R  
701 E. Broad Street, Ste. 4304  
Richmond, VA 23219-1849

Joseph Anthony Nicotera  
1415 Heatherstone Drive  
Fredericksburg, VA 22407-4834

Suzanne E. Wade  
341 Dial 877-996-8484 Code 2385911  
7202 Glen Forest Drive, Ste. 202  
Richmond, VA 23226-3770

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4) .

Pentagon Federal Credit Union Attn: Bankruptcy Po Box 1432 Alexandria, VA 22313-0000	U.S. Bank National Association c/o U.S. Bank Home Mortgage, a division of U.S. Bank N.A. 4801 Frederica Street Owensboro, Kentucky 42301
---	--

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Pentagon Federal Credit Union	(d)USAA Federal Savings Bank Attn: Bankruptcy 10750 Mcdermott Freeway San Antonio,, TX 78288-1600	End of Label Matrix Mailable recipients 58 Bypassed recipients 2 Total 60
----------------------------------	--	--